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Attorneys for Amir Shahmirza

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re

Case No. 19-30088 (DM)

PG&E CORPORATION,

Chapter 11

- and -

(Lead Case) (Jointly Administered)

PACIFIC GAS AND ELECTRIC
COMPANY,

Debtors.

**DECLARATION OF LAWRENCE A.
JACOBSON IN SUPPORT OF
OPPOSITION TO OBJECTION TO
CLAIM #2090**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

Date: July 12, 2022

Time: 10:00 a.m.

**Place: (Tele/Videoconference Appearances
Only)**

**United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102**

I, Lawrence A. Jacobson, declare:

1. I am an attorney duly licensed to practice in all of the courts of the State of California and in the above entitled Court and am counsel for Amir Shahmirza ("Shahmirza") and Komir, Inc., in making the Response to Objection to Claim No. 2090.¹

2. On July 12, 2021, I substituted as counsel of record for Shahmirza and Komir, Inc., in

¹ As filed on March 19, 2019, the Proof of Claim appears at Claim 65-1.

1 that action entitled *Amir Shahmirza, an individual, and Komir, Inc., a business entity, vs. PG&E, a*
2 *business entity*” in the Superior Court of San Mateo County, California, as Case No. 18-CIV-06064
3 (the “Lawsuit”).

4 3. I have downloaded the pleadings in the Lawsuit and have reviewed all of them
5 including the copies identified below and attached hereto.

6 4. Effective January 1, 2021, the Superior Court of San Mateo adopted a single judge
7 assignment system whereby all pending matters were assigned to a designated judge for all purposes
8 for the remainder of the proceedings. The Lawsuit was assigned to the Hon. Nancy Fineman. The
9 Lawsuit remains subject to the Plan Stay and for that reason no further proceedings have occurred.

10 5. Attached hereto are true and correct copies of the following pleadings:

11 Exhibit A: Complaint for Damages and Equitable Relief filed on November 9, 2018

12 Exhibit B: Notice of Demurrer and Complaint filed on January 11, 2019

13 Exhibit C: Memorandum of Points and Authorities in Support of Demurrer filed on
14 January 11, 2019

15 Exhibit D: PG&E Corporations Notice of Bankruptcy Filing and Imposition of Automatic
16 Stay filed on January 30, 2019 (referring to filing of Bankruptcy Cases on
17 January 29, 2019)

18 Exhibit E: Notice of Withdrawal of Demurrer to Complaint filed on February 25, 2019

19 Exhibit F: Proof of Claim filed on March 19, 2019 in the Bankruptcy Cases.

20 Exhibit: G Notice of Assignment for All Purposes filed on December 4, 2020.

21 Exhibit H: Docket of Lawsuit

22 Exhibit I: Statement of Financial Affairs, Section 7, Legal Actions (Docket No. 1460-3,
23 page 213 of 539)

24 The pleadings were filed in the courts identified in the captions.

25 I have personal knowledge of the facts set forth herein and can competently testify thereto.

26 Executed at Burlingame, California, on the 28th day of June, 2022.

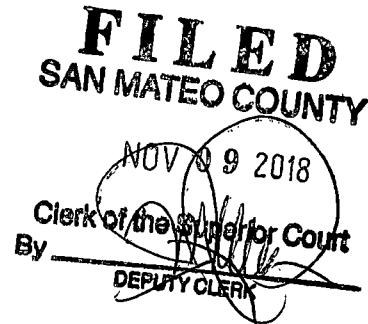
1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct.

3 /s/ Lawrence A. Jacobson
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EXHIBIT A

Matthew Mellen (Bar No. 233350)
Duncan McGee Nefcy (Bar No. 315142)
MELLEN LAW FIRM
One Embarcadero Center, Fifth Floor
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Attorney for Plaintiff,
AMIR SHAHMIRZA
KOMIR, INC.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**

AMIR SHAHMIRZA, an individual; KOMIR,
INC., a business entity;

Plaintiffs,

v.

PG&E CORPORATION, a business entity; and
DOES 1 through 10, inclusive

Defendants.

Case No.:

18CIV06064

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

1. Trespass;
2. Interference with Prospective Economic Advantage;
3. Violation of Bus. & Prof. Code § 17200, et seq. (Unfair Business Practices)

BY FAX

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFFS, AMIR SHAHMIRZA and KOMIR, INC.;

18-CIV-06064
CMP
Complaint
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1 currently and at all relevant times owned, maintained, or controlled powerlines that run over
2 Plaintiffs' property which is the subject of this lawsuit.

3 6. Plaintiff is ignorant of the true name and capacities of each Defendant sued herein under
4 the fictitious names DOES 1 through 10, inclusive, and Plaintiff will amend this complaint to
5 allege such names and capacities as soon as they are ascertained. Each of said fictitiously named
6 Defendants is responsible in some manner for the wrongful acts for which Plaintiff has
7 complained herein.

8 7. Plaintiff is informed and believes that at all relevant times, each and every Defendant was
9 acting as an agent and/or employee of each of the other Defendants and was acting within the
10 course and scope of said agency and/or employment with the full knowledge and consent of each
11 of the other Defendants. Plaintiff is informed and believes that each of the acts and/or omissions
12 complained of herein was made known to, and ratified by, each of the other Defendants

13 8. This court has personal jurisdiction over the parties as all Defendants engage in business
14 within the State of California and the property making up the subject matter of this lawsuit is
15 located in the County of San Mateo, CA.

16 **STATEMENT OF FACTS**

17 9. On or about December 18, 2000, Plaintiffs acquired title the property located at 800
18 Walnut Street, San Bruno, CA 94066 ("the Property") by Grant Deed from Neil & Melanie
19 Hildebrand. The conveyance from Neil & Melanie Hildebrand is recorded as Doc. No. 2000-
20 160019.

21 10. Plaintiffs rightfully own the land as well as all features appurtenant thereto including
22 without limitation rights to the soil beneath the Property and the column of space above the
23 Property.

24 11. Plaintiffs allege herein that Defendant has substantially deprived or interfered with
25 Plaintiffs' use, enjoyment, and interest in a significant portion of this Property.

26 12. Over the summer of this year, Defendant constructed or modified powerlines that run over
27 Plaintiffs' property, namely the Property which is the subject of this lawsuit.

1 13. The powerlines that Defendant constructed over the Property were lower by at least eleven
2 (11) feet from where they were previously. Specifically, the powerlines were previously, as well
3 as at the time Plaintiffs acquired the Property, approximately seventy-three (73) feet above the
4 ground, but around late September or early October of this year, Defendant lowered the
5 powerlines to around sixty-two (62) feet above ground from the base of the new towers, which
6 were built closer to the Property's borders.

7 14. Defendant was not authorized by Plaintiff to lower the powerlines as herein described.

8 15. In fact, on or about September 18, 2018, Plaintiff AMIR SHAHMIRZA notified
9 Defendant's agent and employee Scott Brady via email that Defendant does not have Plaintiffs'
10 permission to lower the powerlines as described herein and that they are to cease construction on
11 them until they obtain authorization from Plaintiffs.

12 16. Plaintiffs are informed and believe and thereon allege that as per County of San Mateo
13 codes, ordinances, regulations, and law, they are not allowed to build structures on their land
14 within a certain number of feet of the powerlines.

15 17. By lowering its powerlines, Defendant has made it impossible for Plaintiffs to build a
16 multi-story structure on the Property as allowed by the County of San Mateo.

17 18. Defendant has thereby deprived Plaintiffs of their right to improve their land and have
18 significantly stifled their ability to use the Property.

19 19. At no time did Defendant have any right or permission to lower its powerlines as
20 described herein.

21 20. Furthermore, Defendant was on notice that it did not have permission to lower its
22 powerlines as described herein.

23 21. Defendant now occupies and possess a portion of Plaintiffs' property, and they do not
24 have any right to occupy and possess said portion of Plaintiffs' property.

25 22. Plaintiffs' purchase and sale agreement with the former owners Neil & Melanie
26 Hildebrand constituted a written contract which included as its consideration the ability to
27 improve the Property and build structures thereon that exceed a height of approximately thirty-
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1 five (35) feet or at least two stories. By interfering with Plaintiffs' possession and use of the
2 Property as described herein, Defendant has substantially interfered with Plaintiffs' reasonably
3 anticipated and expected benefit of the agreement between Plaintiffs and Neil & Melanie
4 Hildebrand.

5 23. This suit follows.

6 **FIRST CAUSE OF ACTION**

7 **Tresp ss**

(Against Defendant PG&E CORPORATION)

8 24. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they
9 were fully set forth herein.

10 25. The elements of a cause of action for Trespass are as follows: 1) plaintiffs owned the
11 property; 2) defendant intentionally entered the property; 3) plaintiffs did not give defendant
12 permission to enter the property; 4) plaintiffs were harmed; and 5) defendant's conduct, namely
13 entering plaintiffs' property, was a substantial factor in causing plaintiffs' harm.

14 26. Plaintiffs owned the Property.

15 27. Defendant intentionally entered the Property when they built powerlines on Plaintiffs'
16 property and lowered the powerlines by several feet thereby entering, occupying, and possessing
17 a portion of Plaintiffs' Property that they had not previously entered, occupied, or possessed.

18 28. Plaintiffs did not give Defendant permission to enter, possess, or occupy the portion of
19 their property that is several feet lower than the previous position of the powerlines.

20 29. Plaintiffs were harmed because as a result of Defendant's conduct, they were deprived of
21 the use of their land. Their harm includes without limitation not being able to build a structure on
22 their property that is higher than one story or approximately twenty-four (24) feet which
23 significantly reduces the value and use of the Property.

24 30. The harm that Plaintiffs suffered is a direct, actual, foreseeable, and legal consequence of
25 Defendant's conduct as described herein. Therefore, Defendant's conduct was a substantial factor
26 in causing Plaintiffs' harm.

1 31. As a result of Plaintiffs' reasonable reliance, they have suffered, and continue to suffer,
2 actual damages including, but not limited to, the loss of their Property, incurred attorneys' fees, a
3 loss of reputation and goodwill, destruction of credit, emotional distress, loss of appetite,
4 frustration, fear, anger, helplessness, nervousness, anxiety, sleeplessness, sadness, and depression,
5 according to proof at trial but within the jurisdiction of this Court.

6 32. Defendant is guilty of malice, fraud and/or oppression, as defined in California Civil Code
7 § 3294. Defendant's actions were malicious and willful in conscious disregard of the rights and
8 safety of Plaintiffs in that Defendant carried out its conduct without regard to Plaintiffs'
9 wellbeing. As such, Plaintiffs are entitled to recover, in addition to actual damages, punitive
10 damages to punish Defendant and to deter them from engaging in future misconduct.

11 **SECOND CAUSE OF ACTION**

12 **Interference With Prospective Economic Advantage** 13 **(Against Defendant PG&E CORPORATION)**

14 33. Plaintiffs incorporate all allegations of this complaint and re-allege them as though they
15 were fully set forth herein.

16 34. The elements of a cause of action for Interference With Prospective Economic Advantage
17 are as follows: 1) plaintiff and a third party were in an economic relationship that probably would
18 have resulted in an economic benefit to plaintiff; 2) defendant knew about the relationship; 3)
19 defendant engaged in wrongful conduct; 4) by engaging in said wrongful conduct, defendant
20 intended to disrupt the relationship or knew that disruption of the relationship was certain or
21 substantially certain to occur; 5) plaintiff was harmed; and 6) defendant's wrongful conduct was a
22 substantial factor in causing plaintiff's harm.

23 35. Neil & Melanie Hildebrand are third parties.

24 36. Plaintiffs and Neil & Melanie Hildebrand were engaged in an economic relationship,
25 namely an exchange of valuable consideration for real property for anticipated commercial use.

26 37. Plaintiffs' consideration for transacting with Neil & Melanie Hildebrand was that Neil &
27 Melanie Hildebrand were transferring title to commercially viable real property to Plaintiffs
28 which included as well as the land itself but also the airspace above the land.

1 38. When Plaintiffs transacted with Neil & Melanie Hildebrand, they reasonably expected to
2 receive real property upon which they could construct a building that stands at least two stories.

3 39. Defendant had knowledge of this relationship because they were on notice at all relevant
4 times by the properly recorded documents recorded in the County of San Mateo as Doc. No.
5 2000-160019 that Neil & Melanie Hildebrand transferred their interest in the Property to
6 Plaintiffs in or around late 2000. Furthermore, Plaintiffs reasonably informed Defendant that they
7 do not have consent to lower their powerlines and that by doing so, they are interfering with their
8 ability to build a structure upon the Property.

9 40. By taking possession of and occupying a portion of Plaintiffs' column of space above the
10 land making up a portion of the Property without Plaintiffs' consideration and against their
11 express instructions not to do so, Defendant wrongfully trespassed on the Property and thereby
12 engaged in wrongful conduct.

13 41. By engaging in the aforementioned wrongful conduct, namely non-consensually
14 possessing and occupying part of Plaintiffs' Property, Defendant has deprived Plaintiffs of the
15 ability to legally construct a structure upon their land that exceeds approximately one story.
16 Limiting Plaintiffs to a structure upon the Property that does not exceed one story significantly
17 stifles the economic viability of the Property. Such limitation means that Plaintiffs cannot realize
18 benefit of their relationship with Neil & Melanie Hildebrand.

19 42. Defendant knew that such conduct would disrupt the relationship between Plaintiffs and
20 Neil & Melanie Hildebrand because Plaintiffs informed Defendant that their conduct is
21 interfering with their ability to construct a structure on the Property as well as the fact that
22 Defendant was at all relevant times on notice of said relationship.

23 43. Plaintiffs were harmed because they are no longer able to build a structure upon the
24 Property that exceeds one story, and such limitation severely limits, if not eliminates entirely, the
25 economic viability of the Property.

26 44. There are laws that specifically limit the physical proximity of structures upon property to
27 powerlines, so the severe limitation on construction of a structure upon the Property is exactly the
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1 kind of thing that Defendant should reasonably expect to result from lowering the powerlines the
2 as described herein, and such a consequence is exactly the kind of thing that makes Defendant's
3 conduct harmful. The resultant loss in economic viability from lowering the powerlines is
4 reasonably foreseeable. It is the kind of thing that makes Defendant's conduct harmful and likely
5 to lead to loss of value for Plaintiffs because a multi-story structure is more valuable and useful
6 than a single-story structure. Defendant's conduct is therefore a substantial factor in causing
7 Plaintiffs' harm.

8 45. As a result of Defendant's conduct as herein described, Plaintiffs have suffered, and
9 continues to suffer, actual damages and various expenses including without limitation loss of use
10 of the Property, loss of marketability of the Property, attorney fees, and various other costs and
11 expenses. Plaintiffs therefore seek from the Court an injunction against Defendant as well as any
12 and all other legal and equitable remedies subject to proof as well as those the Court deems due
13 and proper.

14 46. Defendant is guilty of malice, fraud and/or oppression, as defined in California Civil Code
15 § 3294. Defendant's actions were malicious and willful; in conscious disregard of the rights and
16 safety of Plaintiffs in that the actions were calculated to injure Plaintiffs. As such, Plaintiffs are
17 entitled to recover, in addition to actual damages, punitive damages to punish Defendant and to
18 deter them from engaging in future misconduct.

19 **T I R D C A U S E O F A C T I O N**

20 **Viol tion of Bus. Prof. Code 17200 et seq.**
(Against Defendant PG&E CORPORATION)

21 47. Plaintiffs incorporate all allegation of this complaint and re-allege them as though they
22 were fully set forth herein.

23 48. Defendant's conduct, as alleged above, constitutes unlawful, unfair, and/or fraudulent
24 business practices, as defined in the California Business and Professions Code § 17200 *et seq.*
25 California Business and Professions Code § 17200 *et seq.* borrows violations from other statutes
26 and laws and makes them unlawful to engage in as a business practice. Plaintiffs' California
27 Business and Professions Code § 17200 allegations are tethered to the following laws:

1 49. Defendant's Trespass constitutes unfair business practices in violation of California
2 Business and Professions Code § 17200 *et seq.*

3 50. Defendant's Intentional Interference With Plaintiffs' Prospective Economic Advantage
4 constitutes unfair business practices in violation of California Business and Professions Code §
5 17200 *et seq.*

6 51. Defendant's conduct as described herein was also unlawful and fraudulent because it
7 violated the law and was likely to deceive others.

8 52. As a result of Defendant's wrongful conduct, Plaintiffs have suffered various injuries
9 according to proof at trial, including but not limited to the imminent loss of the Property.

10 53. As an actual and proximate result of Defendant's conduct as herein described, Plaintiffs
11 lost actual property.

12 54. Likewise, Plaintiffs were injured and are entitled to actual damages including but not
13 limited to, loss of money and property, loss of reputation and goodwill, severe emotional distress,
14 loss of appetite, frustration, fear, anger, helplessness, nervousness, anxiety, sleeplessness,
15 sadness, and depression, according to proof at trial but within the jurisdiction of this Court.

16 55. Plaintiffs seek injunctive relief enjoining Defendant from engaging in the unfair business
17 practices described herein.

18 56. Plaintiffs further seek restitution, disgorgement of sums wrongfully obtained, costs of suit,
19 reasonable attorney's fees, and such other and further relief as the Court may deem just and
20 proper.

21 57. Defendant is also guilty of malice, fraud and/or oppression, as defined in the California
22 Civil Code § 3924. Defendant's actions were in conscious disregard of the rights and safety of
23 Plaintiffs in that the actions were calculated to injure Plaintiffs. As such, Plaintiffs are entitled to
24 recover, in addition to actual damages, punitive damages to punish Defendant and to deter it from
25 engaging in future misconduct and attorney's fees.

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1 **DEMAND FOR JURY TRIAL AND PRAYER FOR DAMAGES**

2 WHEREFORE, Plaintiffs AMIR SHAHMIRZA and KOMIR, INC. demands a trial by
3 jury. Plaintiffs prays for judgment and order against Defendant, as follows:

- 4 1. For an order requiring Defendant to show cause, if they have any, why they should not be
5 enjoined as set forth below, during the pendency of the action;
- 6 2. For a temporary restraining order, preliminary and permanent injunction preventing
7 Defendant, or anyone acting in concert with them from constructing more powerlines on
8 the Property or further lowering any powerlines and for transferring any rights thereto;
- 9 3. For a temporary restraining order, preliminary and permanent injunction preventing
10 Defendant, or anyone acting in concert with them from maintaining the powerlines that
11 were lowered or transferring rights thereto;
- 12 4. For a preliminary and permanent injunction preventing Defendant, or anyone acting in
13 concert with them from continuing to occupy the Property and evicting them therefrom;
- 14 5. For an order stating that Defendant engaged in unfair business practices;
- 15 6. For damages, disgorgement, and injunctive relief;
- 16 7. For compensatory and statutory damages, attorneys' fees, and costs according to proof at
17 trial;
- 18 8. For exemplary damages in an amount sufficient to punish Defendant's wrongful conduct
19 and deter future misconduct;
- 20 9. That judgment is entered in Plaintiffs' favor and against Defendant, and each of them;
- 21 10. For such other and further relief as the Court may deem just and proper.

22 DATED: November 1, 2018

Respectfully submitted,

23 MELLEN LAW FIRM

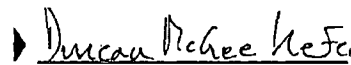
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25 Duncan McGee Nefcy
26 Attorney for Plaintiffs
27 AMIR SHAHMIRZA
28 KOMIR, INC.

EXHIBIT B

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cm

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Attorneys for Defendant PG&E CORPORATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

AMIR SHAHMIRZA, an individual;
KOMIR, INC., a business entity,

Plaintiffs,

v.

PG&E CORPORATION, a business entity;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 18CIV06064

**NOTICE OF DEMURRER AND
DEMURRER TO COMPLAINT**

Complaint filed: November 9, 2018

Trial Date: None

MSC Date: March 14, 2019

BY FAX

Hearing Date: March 13, 2019

Time: 9:00 a.m.

Dept.: Law & Motion

18 - CIV - 06064
DEMU
Demurrer and First Appearance Fee to
1590718



NOTICE OF DEMURRER AND DEMURRER TO COMPLAINT

1 **PLEASE TAKE NOTICE** that on March 13, 2019, at 9:00 a.m. in the Law & Motion
2 Department of the above entitled Court, located at 400 County Center, Redwood City,
3 California 94063, or as soon thereafter as the matter may be heard, Defendant Pacific Gas and
4 Electric Corporation ("PG&E") will and hereby does demur to the Complaint of Plaintiffs Amir
5 Shahmirza and Komir, Inc., pursuant to California Code of Civil Procedure Sections 430.10 (a)
6 and (e), on the following grounds:

7 (1) Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action
8 against PG&E as it relates to Plaintiffs' Second Cause of Action for Interference with Prospective
9 Economic Advantage, because that cause of action is based in contract – the purchase and sale
10 agreement by and between the Hildebrands and Komir, Inc. ("Komir") for 800 Walnut Avenue,
11 San Bruno, California (the "Property") – and that contract was fully consummated over 18 years
12 ago and is not a proper basis for a claim for interference with prospective economic advantage;

13 (2) Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action
14 against PG&E as it relates to Plaintiffs' Third Cause of Action for Unfair Business Practices
15 under Business & Professions Code Section 17200, because a Section 17200 claim must be based
16 on an underlying tort alleging an unlawful, unfair or fraudulent business act or practice, and:

17 a. While a properly alleged interference claim would qualify as a predicate
18 business tort, that cause of action lacks merit, as noted above; and

19 b. The remaining trespass cause of action is a property-based tort and does not
20 allege an unlawful, unfair, or fraudulent business act or practice;

21 (3) Plaintiff Amir Shahmirza is not a proper plaintiff on the Complaint because the
22 only valid cause of action is for trespass and the only valid plaintiff is the title holder and owner
23 of the property, Komir.

24 PG&E's Demurrer is based on this Notice of Demurrer and Demurrer, the Memorandum
25 of Points and Authorities filed concurrently herewith, the Request for Judicial Notice filed
26 herewith, on the pleadings and papers presently on file in this matter, and on such further
27 matters and argument that the Court considers at the hearing of this Demurrer.
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Dated: January 11, 2019

ROVENS LAMB LLP

By: SA Lamb
Steven A. Lamb

Attorneys for Defendants PG&E Corporation

Dated: January 11, 2019

LAW OFFICES OF JENNIFER L. DODGE INC.

By: Jennifer L. Dodge
Jennifer L. Dodge

Attorneys for Defendants PG&E Corporation

PROOF OF SERVICE
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1500 Rosecrans Avenue, Ste. 418, Los Angeles, California 90266.

On January 10, 2019, I served the following document(s):

- **NOTICE OF DEMURRER AND DEMURRER TO COMPLAINT**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER TO COMPLAINT**
- **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO COMPLAINT**

on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes, addressed as follows:

(X) BY U.S. MAIL. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. I caused the above-referenced document to be mailed to counsel at the addresses listed on the attached service list.

() BY ELECTRONIC MAIL I hereby certify that I served the above-described document on the interested parties in this action by attaching an electronic copy of the document to an email addressed to the parties listed in the attached service list at their most recent e-mail address of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

() BY OVERNIGHT COURIER I caused the above-referenced document(s) to be delivered to an overnight courier service (Federal Express/California Overnight Courier), for delivery to the address(es) in the attached service list and requested the delivery receipt.

() BY FACSIMILE. I caused the above-referenced documents(s) to be transmitted to the noted addressee(s) at the fax number as stated.

Executed on January 10, 2019 at Los Angeles, California.

(X) STATE I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.



Tammy Cortez

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SERVICE LIST
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

Matthew Mellen Duncan McGee MELLEN LAW FIRM One Embarcadero Center Fifth Floor San Francisco, CA 94111 Tel: 415-315-1653 Fax: 315-276-1902 Email: email@mellenlawfirm.com	<ul style="list-style-type: none">Attorneys for Plaintiff AMIR SHAHMIRZA

EXHIBIT C

5/13
cm

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Attorneys for Defendant PG&E CORPORATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

AMIR SHAHMIRZA, an individual;
KOMIR, INC., a business entity,

Plaintiffs,

v.

PG&E CORPORATION, a business entity;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 18CIV06064

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEMURRER TO COMPLAINT**

Complaint filed: November 9, 2018

Trial Date: None

Hearing Date: March 13, 2019
Time: 9:00 a.m.
Dept.: Law & Motion

BY FAX

18 - CIV - 06064

MPAS

Memorandum of Points and Authorities in Supp
1591468



MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF DEMURRER TO COMPLAINT

1 **1. BACKGROUND AND PROCEDURAL HISTORY**

2 This is a simple commercial real estate case involving overhead transmission lines that cross
3 over property at 800 Walnut Avenue, San Bruno, California 94066 (the “Property”). [See
4 Complaint at ¶¶ 9, 13.] Plaintiffs claim to have purchased the Property in 2000 from Neil and
5 Melanie Hildebrand. [Complaint at ¶ 9.] For several decades beforehand, Defendant PG&E
6 Corporation (“PG&E”) has maintained transmission lines that crossed the Property. Plaintiffs
7 complain that PG&E lowered those transmission lines 11 feet – from 73 feet above ground to 62
8 feet above ground. [Complaint at ¶ 13.] Plaintiffs further complain that PG&E lowered the
9 transmission lines without approval and over Plaintiffs’ objection. [Complaint at ¶¶ 14, 15.]

10 Plaintiffs filed their Complaint on November 9, 2018, asserting three causes of action
11 against PG&E: (1) trespass; (2) interference with prospective economic advantage; and (3)
12 violation of Business and Professions Code §§17200, *et seq.* (unfair business practices). The
13 allegations in the Complaint are sufficient to allege trespass. They are not sufficient, however, to
14 allege either interference with prospective economic advantage or unfair business practices. The
15 interference claim fails because Plaintiffs fail to allege interference with a **prospective** economic
16 advantage. What Plaintiffs allege is that, by lowering the transmission lines, PG&E interfered with
17 an anticipated but as yet unidentified potential future ability to build a multi-story building on the
18 Property – which was one of the purposes of the contractual relationship by and between Plaintiffs
19 and the Hildebrands that resulted in the sale of the Property in 2000 – 18 years before the instant
20 lawsuit. [Complaint at ¶ 22.] This is not a proper basis for a cause of action for interference with
21 **prospective** economic advantage.

22 Plaintiffs’ unfair business practices cause of action is based on both its trespass and
23 interference causes of action. While interference with prospective economic advantage can form
24 the basis for an unfair business practices claim, as set forth above, that cause of action is not viable.
25 Moreover, trespass cannot form the basis for an unfair business practices claim. Accordingly, the
26 unfair business practices cause of action fails and the Second and Third Causes of Action should
27 be dismissed, with prejudice.
28

1 **2. LEGAL STANDARD FOR A DEMURRER**

2 A demurrer tests the sufficiency of a complaint by raising questions of law. *Andal v. City*
3 *of Stockholm* (2006) 137 Cal.App.4th 86, 90; Cal.Civ.Proc. Code §589(a). A demurrer admits all
4 the material facts properly pled by plaintiff. *Jenkins v. Family Health Prog.* (1989) 214 Cal.App.3d
5 440, 445. The complaint “must be construed liberally by drawing reasonable inferences from the
6 facts pleaded” in favor of plaintiffs. *City of Pomona v. Sup. Ct.* (2001) 89 Cal.App.4th 793, 800.
7 The Court sustains a demurrer when the allegations of a complaint, standing alone or in addition to
8 matters properly judicially noticed, fail to state a cause of action or a defense to the cause of action
9 is embedded within the complaint. *See, e.g., Gervase v. Superior Court* (1995) 31 Cal.App.4th
10 1218, 1224.

11
12 **3. THE SECOND AND THIRD CAUSES OF ACTION IN THE COMPLAINT FAIL**
13 **TO ALLEGE VIABLE CLAIMS AGAINST PG&E**

14 **A. The Interference with Prospective Economic Advantage Cause of Action Fails**
15 **to Allege a Viable Claim.**

16 This cause of action is not viable. It is predicated on the purchase and sale agreement with
17 the prior owners of the Property, the Hildebrands. That contract was consummated in 2000, when
18 the Hildebrands sold and transferred title to the Property. [See Complaint at ¶¶ 9, 22.] Because
19 the cause of action is based on a contract – the purchase and sale agreement with the Hildebrands
20 – the only potential cause of action is for interference with contractual relations. That claim,
21 however, is not viable because the Hildebrands have no further obligations under the purchase and
22 sale agreement executed over 18 years ago.

23 Casting the cause of action as interference with prospective economic advantage is likewise
24 not viable, because the Hildebrands do not have an ongoing relationship with either Plaintiffs or
25 the Property. *See, e.g., Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal.3d 1118,
26 1126 (while the tort of interference with prospective economic advantage does not require “proof
27 of a legally binding contract,” it “protects the same interest in stable economic relationships as does
28 the tort of interference with contract” and requires a current identifiable business relationship with

1 a third party that is disrupted); *Roy Allan Slurry Seal, Inc. v. American Asphalt South, Inc.* (2017)
2 2 Cal.5th 505, 512 (noting that “the existence, between the plaintiff and some third party, of an
3 economic relationship that contains the probability of future economic benefit to the plaintiff”
4 includes the requirement that plaintiff allege: “(1) an existing economic relationship that (2)
5 contains the probability of an economic benefit to the plaintiff” (emphasis added)).

6 The relationship with the Hildebrands is not an existing economic relationship. The
7 Property was transferred by Grant Deed over 18 years ago and there is no ongoing relationship
8 between Plaintiffs and the Hildebrands. Accordingly, the Second Cause of Action for interference
9 with prospective economic advantage must be dismissed, with prejudice.

10 **B. The B&P §17200 Cause of Action Fails Because it is Dependent on the**
11 **Interference Claim.**

12 Plaintiffs’ unfair business practices cause of action is dependent on the trespass and
13 interference with prospective economic advantage causes of action. [See Complaint at ¶¶ 48-50.]
14 While the interference claim can form the basis for an unfair business practices cause of action, the
15 trespass claim cannot. As set forth above, the interference claim is not viable and thus cannot form
16 the basis for the unfair business practices claim.

17 While the available torts that can form a basis for an unfair business practices claim is
18 relatively broad, the underlying tort must involve a business act or advertising. It may not be based
19 on a trespass claim, which has no independent relationship to business practices and is a property-
20 based tort. Indeed, there is no California case that supports utilizing a trespass claim as a
21 foundational predicate for an unfair business practices claim under Business and Professions Code
22 Section 17200. *See* Bus. & Prof. Code §17200 (“unfair competition shall mean and include any
23 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading
24 advertising”) (emphasis added); *see also Californians for Population Stabilization v. Hewlett-*
25 *Packard Co.* (1997) 58 Cal.App.4th 273, 287 (recognizing that, while §17200 has broad
26 application it must be predicated on an unlawful business practice and does not include all torts);
27 *Application Group, Inc. v. Hunter Group, Inc.* (1998) 61 Cal.App.4th 881, 906-909 (discussing
28 requirement of “unlawful, unfair or fraudulent business practice,” and finding that unfair non-

1 competition clauses in employment contracts may be actionable by a group of employees, but not
2 on an individual basis).

3
4 **4. AMIR SHAHMIRZA IS NOT A PROPER PLAINTIFF**

5 Additionally, Plaintiff Amir Shahmirza has no basis to assert these claims, including the
6 cause of action for trespass. According to the Complaint, KOMIR, INC. is the owner and beneficial
7 interest holder and holds title to the Property. [Complaint at ¶ 4.] Indeed, the Grant Deed
8 referenced in the Complaint [See Complaint at ¶ 9], recorded on December 18, 2000, clearly reflects
9 that title is held in the name of KOMIR, INC.¹ The owner of title in fee holds the property rights
10 of the owner, including those of bringing an action for trespass. *See* Cal.Civ. Code §829. Amir
11 Shahmirza is alleged to be an owner of the Property by virtue of his relationship to KOMIR, Inc.
12 as a principal member, officer and owner of KOMIR, INC. Plaintiff Shahmirza, as an individual,
13 however, does not hold title to or have other sufficient possessory interest (*e.g.*, a lease) in or to the
14 Property, and his relationship as an owner of KOMIR, INC. does not allow him to sue on an
15 individual basis. Accordingly, the Complaint as to Plaintiff Amir Shahmirza should be dismissed,
16 with prejudice.

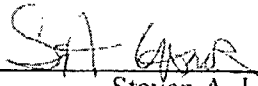
17
18 **5. PG&E'S DEMURRER SHOULD BE SUSTAINED WITHOUT LEAVE TO AMEND**

19 For all the foregoing reasons, PG&E respectfully requests that this Court sustain its
20 Demurrer to Plaintiffs' Complaint, without leave to amend. Although leave to amend is at the
21 sound discretion of the trial court and is generally liberally granted, there is no need to grant leave
22 to amend where the complaint shows on its face that leave to amend would be futile. *Vernon v.*
23 *State* (2004), 116 Cal.App.4th 114, 133; *Friedman v. Merck & Co.* (2003), 107 Cal.App.4th 454,
24 462-463. Accordingly, PG&E's Demurrer should be sustained, without leave to amend.

25
26
27
28 ¹ See Grant Deed attached as Exhibit "B" to Request for Judicial Notice, filed concurrently herewith.

1 Dated: January 11, 2019

ROVENS LAMB LLP

2
3 By: 
4 Steven A. Lamb

5 Attorneys for Defendants PG&E Corporation

6
7 Dated: January 11, 2019

LAW OFFICES OF JENNIFER L. DODGE INC.

8
9 By: 
10 Jennifer L. Dodge

11 Attorneys for Defendants PG&E Corporation

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MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF DEMURRER TO COMPLAINT

- 5 -

PROOF OF SERVICE
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1500 Rosecrans Avenue, Ste. 418, Los Angeles, California 90266.

On January 10, 2019, I served the following document(s):

- **NOTICE OF DEMURRER AND DEMURRER TO COMPLAINT**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER TO COMPLAINT**
- **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO COMPLAINT**

on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes, addressed as follows:

(X) BY U.S. MAIL. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. I caused the above-referenced document to be mailed to counsel at the addresses listed on the attached service list.

() BY ELECTRONIC MAIL I hereby certify that I served the above-described document on the interested parties in this action by attaching an electronic copy of the document to an email addressed to the parties listed in the attached service list at their most recent e-mail address of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

() BY OVERNIGHT COURIER I caused the above-referenced document(s) to be delivered to an overnight courier service (Federal Express/California Overnight Courier), for delivery to the address(es) in the attached service list and requested the delivery receipt.

() BY FACSIMILE. I caused the above-referenced documents(s) to be transmitted to the noted addressee(s) at the fax number as stated.

Executed on January 10, 2019 at Los Angeles, California.

(X) STATE I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.



Tammy Cortez

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SERVICE LIST
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

Matthew Mellen Duncan McGee MELLEN LAW FIRM One Embarcadero Center Fifth Floor San Francisco, CA 94111 Tel: 415-315-1653 Fax: 315-276-1902 Email: email@mellenlawfirm.com	<ul style="list-style-type: none">Attorneys for Plaintiff AMIR SHAHMIRZA

EXHIBIT D

1 ROVENS LAMB LLP
2 Steven A. Lamb (SBN 132534)
3 slamb@rovenslamb.com
4 1500 Rosecrans Avenue, Suite 418
5 Manhattan Beach, California 90266
6 Telephone: +1.310.536.7830
7 Facsimile: +1.310.872.5026

8 LAW OFFICES OF JENNIFER L. DODGE INC.
9 Jennifer L. Dodge (SBN 195321)
10 jdodge@law@jenniferdodge.com
11 2512 Artesia Boulevard, Suite 300D
12 Redondo Beach, California 90278
13 Telephone: +1.310.372.3344
14 Facsimile: +1.310.861.8044

15 Attorneys for Defendant PG&E CORPORATION

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

BY FAX

AMIR SHAHMIRZA, an individual;
KOMIR, INC., a business entity,

Plaintiffs,

v.

PG&E CORPORATION, a business
entity; and DOES 1 through 10, inclusive,

Defendants.

Case No. 18CIV06064

**PG&E CORPORATION'S NOTICE OF
BANKRUPTCY FILING AND
IMPOSITION OF AUTOMATIC STAY**

Complaint filed: November 9, 2018

Trial Date: None
MSC Date: March 14, 2019

18 - CIV - 06064

NORE

Notice of Removal of Entire Case to Federal Court
1625046



NOTICE OF BANKRUPTCY FILING AND IMPOSITION OF AUTOMATIC STAY

PLEASE TAKE NOTICE that on January 29, 2019, (the "Petition Date"), PG&E Corporation and Pacific Gas and Electric Company, as debtors and debtors in possession (collectively, the "Debtors"), each commenced a voluntary case (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 *et seq.*) (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of California (the

PG&E'S NOTICE OF BANKRUPTCY FILING AND AUTOMATIC STAY

1 "Bankruptcy Court"). The Chapter 11 Cases are being jointly administered under Case Nos.
2 19-30088 and 19-30089.

3 PLEASE BE ADVISED that pursuant to section 362(a) of the Bankruptcy Code
4 (the "Automatic Stay"), the filing of a bankruptcy petition "operates as a stay, applicable to all
5 entities," of, among other things "the commencement or continuation, including the issuance or
6 employment of process, of a judicial, administrative, or other action or proceeding against the
7 debtor that was or could have been commenced before the commencement of the case under [the
8 Bankruptcy Code], or to recover a claim against the debtor that arose before the commencement
9 of the [bankruptcy] case" and "any act to obtain possession of property of the estate or of property
10 from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a)(1), (3).
11 Accordingly, the above-captioned matter has been automatically stayed pursuant to section 362(a)
12 of the Bankruptcy Code.
13
14

15 PLEASE BE FURTHER ADVISED that any action taken against the Debtors
16 without obtaining, from the Bankruptcy Court, relief from the Automatic Stay is void *ab initio*
17 and may result in a finding of contempt for violation of the Automatic Stay. The Debtors reserve
18 and retain their statutory right to seek relief in the Bankruptcy Court from any action by
19 Plaintiff(s) or any judgment, order, or ruling entered in violation of the Automatic Stay.
20

21 In the event the Court or any parties have questions regarding the Chapter 11 Cases, please
22 contact counsel for the Debtors:

23 WEIL, GOTSHAL & MANGES LLP
24 Stephen Karotkin (stephen.karotkin@weil.com)
25 Jessica Liou (jessica.liou@weil.com)
26 Matthew Goren (matthew.goren@weil.com)
27 Kevin Bostel (kevin.bostel@weil.com)
28 767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

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-and-

KELLER & BENVENUTTI LLP
Tobias S. Keller (tkeller@kellerbenvenutti.com)
Jane Kim (jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

Dated: January 30, 2019

ROVENS LAMB LLP

By: 

Steven A. Lamb

Attorneys for Defendant PG&E Corporation

PROOF OF SERVICE
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1500 Rosecrans Avenue, Ste. 418, Los Angeles, California 90266.

On January 30, 2019, I served the following document(s): **PG&E CORPORATION'S NOTICE OF BANKRUPTCY FILING AND IMPOSITION OF AUTOMATIC STAY** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes, addressed as follows:

☒ **BY U.S. MAIL.** I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. I caused the above-referenced document to be mailed to counsel at the addresses listed on the attached service list.

☒ **BY ELECTRONIC MAIL** I hereby certify that I served the above-described document on the interested parties in this action by attaching an electronic copy of the document to an email addressed to the parties listed in the attached service list at their most recent e-mail address of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

☐ **BY OVERNIGHT COURIER** I caused the above-referenced document(s) to be delivered to an overnight courier service (Federal Express/California Overnight Courier), for delivery to the address(es) in the attached service list and requested the delivery receipt.

☐ **BY FACSIMILE.** I caused the above-referenced documents(s) to be transmitted to the noted addressee(s) at the fax number as stated.

Executed on January 30, 2019 at Los Angeles, California.

☒ **STATE** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.



Tammy Cortez

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SERVICE LIST
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

Matthew Mellen Duncan McGee MELLEN LAW FIRM 1050 Marina Village Parkway Suite 102 Alameda, CA 94501 Tel: 510-263-8441 Fax: 510-263-8453 Email: email@mellenlawfirm.com	Attorneys for Plaintiff AMIR SHAHMIRZA

EXHIBIT E

3/13
LM

ROVENS LAMB LLP
Steven A. Lamb (SBN 132534)
slamb@rovenslamb.com
1500 Rosecrans Avenue, Suite 418
Manhattan Beach, California 90266
Telephone: +1.310.536.7830
Facsimile: +1.310.872.5026

LAW OFFICES OF JENNIFER L. DODGE INC.
Jennifer L. Dodge (SBN 195321)
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2512 Artesia Boulevard, Suite 300D
Redondo Beach, California 90278
Telephone: +1.310.372.3344
Facsimile: +1.310.861.8044

Attorneys for Defendant PG&E CORPORATION

FILED
SAN MATEO COUNTY

FEB 25 2019

Clerk of the Superior Court

By *M. E. [Signature]*
DEPUTY CLERK

18 - CIV - 06064
NOTW
Notice of Withdrawal
1668161



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

AMIR SHAHMIRZA, an individual;
KOMIR, INC., a business entity,

Plaintiffs,

v.

PG&E CORPORATION, a business entity;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 18CIV06064

BY FAX

**NOTICE OF WITHDRAWAL OF
DEMURRER TO COMPLAINT**

Complaint filed: November 9, 2018

Trial Date: None
MSC Date: March 14, 2019

Hearing Date: March 13, 2019
Time: 9:00 a.m.
Dept.: Law & Motion

NOTICE OF WITHDRAWAL OF DEMURRER TO COMPLAINT

1 **PLEASE TAKE NOTICE** that Defendant Pacific Gas and Electric Corporation
2 ("PG&E") hereby withdraws its Demurrer to the Complaint of Plaintiffs Amir Shahmirza and
3 Komir, Inc., pursuant to the Notice of Bankruptcy Filing and Imposition of Automatic Stay filed
4 with the Court on January 30, 2019.

5
6 Dated: February 25, 2019


ROVENS LAMB LLP

7
8 By: 
Steven A. Lamb

9 Attorneys for Defendants PG&E Corporation

10
11 Dated: February 25, 2019

LAW OFFICES OF JENNIFER L. DODGE INC.

12
13
14 By: 
Jennifer L. Dodge

15 Attorneys for Defendants PG&E Corporation

PROOF OF SERVICE
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1500 Rosecrans Avenue, Ste. 418, Los Angeles, California 90266.

On February 25, 2019, I served the following document(s): **NOTICE OF WITHDRAWAL OF DEMURRER TO COMPLAINT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes, addressed as follows:

(X) BY U.S. MAIL. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. I caused the above-referenced document to be mailed to counsel at the addresses listed on the attached service list.

() BY ELECTRONIC MAIL I hereby certify that I served the above-described document on the interested parties in this action by attaching an electronic copy of the document to an email addressed to the parties listed in the attached service list at their most recent e-mail address of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

() BY OVERNIGHT COURIER I caused the above-referenced document(s) to be delivered to an overnight courier service (Federal Express/California Overnight Courier), for delivery to the address(es) in the attached service list and requested the delivery receipt.

() BY FACSIMILE. I caused the above-referenced documents(s) to be transmitted to the noted addressee(s) at the fax number as stated.

Executed on February 25, 2019 at Los Angeles, California.

(X) STATE I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.



Tammy Cortez

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SERVICE LIST
Amir Shahmirza v. PG&E
San Mateo Case No. 18CIV06064

Matthew Mellen Duncan McGee MELLEN LAW FIRM 1050 Marina Village Parkway Suite 102 Alameda, CA 94501 Tel: 510-263-8441 Fax: 510-263-8453 Email: email@mellenlawfirm.com	Attorneys for Plaintiff AMIR SHAHMIRZA

EXHIBIT F

Fill in this information to identify the case:

Debtor 1 PG&E Corporation

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of California

Case number 19-30088

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Amir Shahmirza</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> <small>Other names the creditor used with the debtor</small> _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Amir Shahmirza c/o Mellen Law Firm</u> <small>Name</small> <u>1050 Marina Village Parkway, Suite 102</u> <small>Number Street</small> <u>Alameda CA 94501</u> <small>City State ZIP Code</small> <small>Contact phone</small> <u>(510)263-9638</u> <small>Contact email</small> <u>email@mellenlawfirm.com</u> <small>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</small> _____	Where should payments to the creditor be sent? (if different) <u>Amir Shahmirza</u> <small>Name</small> <u>10 Rollins Road, #217</u> <small>Number Street</small> <u>Millbrae CA 94030</u> <small>City State ZIP Code</small> <small>Contact phone</small> _____ <small>Contact email</small> _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Filed on 03/20/2019
MM / DD / YYYY

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>20,000,000.00</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Lawsuit for trespass and related causes of action</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/20/2019
MM / DD / YYYY

/Matthew Mellen/

Signature

Print the name of the person who is completing and signing this claim:

Name	Matthew Mellen		
	First name	Middle name	Last name
Title	Attorney		
Company	Mellen Law Firm		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1050 Marina Village Parkway, Suite 102		
	Number	Street	
	Alameda	CA	94501
	City	State	ZIP Code
Contact phone	(510) 263-9638		Email email@mellenlawfirm.com

EXHIBIT G

**SUPERIOR COURT OF SAN MATEO COUNTY**

Civil Division
400 County Center, 1st Floor, Room A Redwood City, CA 94063
(650) 261-5100
www.sanmateocourt.org

FOR COURT USE ONLY

FILED**SAN MATEO COUNTY**

12/4/2020

Clerk of the Superior Court

/s/ Marcela Enriquez

DEPUTY CLERK

PETITIONER/PLAINTIFF: **AMIR SHAHMIRZA; KOMIR, INC., A BUSINESS ENTITY**RESPONDENT/DEFENDANT: **PG&E CORPORATION, A BUSINESS ENTITY; DOES 1 THROUGH 10, INCLUSIVE****NOTICE OF ASSIGNMENT FOR ALL PURPOSES (CIVIL)**CASE NUMBER:
18-CIV-06064

EFFECTIVE JANUARY 1, 2021, by order of the Presiding Judge pursuant to San Mateo County Superior Court Local Rule 3.200(a) the above entitled matter is assigned for all purposes to: **Nancy L. Fineman** in **Department 4**.

ASSIGNED DEPARTMENT INFORMATION

To schedule a Law and Motion Hearing, please see Local Rule 3.402, or visit the assigned Judicial Officer's webpage at: www.sanmateocourt.org/civiljudges.

Contact information for your assigned department is as follows:

Judicial Officer	Department Phone	Department E-mail
Nancy L. Fineman		Dept4@sanmateocourt.org

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that I am the clerk of this Court, not a party to this cause; that I served a copy of this notice on the below date, ☐ by hand ☐ by electronic service to the parties or their counsel of record at the email addresses set forth below and shown by the records of this Court or ☒ by placing a copy thereof in separate sealed envelopes addressed to the address shown by the records of this Court, and by then sealing said envelopes and depositing same, with postage fully pre-paid thereon, in the United States Mail at Redwood City, California.

Date: 12/4/2020

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Marcela Enriquez

Marcela Enriquez, Deputy Clerk

Notice being served on:

AMIR SHAHMIRZA
NO KNOWN ADDRESS

PG&E CORPORATION A BUSINESS ENTITY
NO KNOWN ADDRESS

DUNCAN MCGEE
MELLEN LAW FIRM
1050 MARINA VILLAGE PARKWAY SUITE 102
ALAMEDA CA 94501

KOMIR INC A BUSINESS ENTITY
NO KNOWN ADDRESS

DOES 1 THROUGH 10 INCLUSIVE
NO KNOWN ADDRESS

EXHIBIT H

Case Information

18-CIV-06064 | AMIR SHAHMIRZA, et al vs. PG&E CORPORATION, a business entity, et al

Case Number

18-CIV-06064

File Date

11/09/2018

Court

Civil Unlimited

Case Type

(26) Unlimited Other Real
Property

Judicial Officer

Fineman, Nancy L.

Case Status

Stayed

Party

Plaintiff

SHAHMIRZA, AMIR

Active Attorneys ▼

Lead Attorney

JACOBSON, LAWRENCE A.

Retained

Plaintiff

KOMIR, INC., a business entity

Active Attorneys ▼

Lead Attorney

JACOBSON, LAWRENCE A.

Retained

Defendant

PG&E CORPORATION, a business entity

Defendant

DOES 1 THROUGH 10, INCLUSIVE

Cause of Action

File Date	Cause of Action	Type	Filed By	Filed Against
11/09/2018	Complaint	Action	SHAHMIRZA, AMIR	PG&E CORPORATION, a business entity

Disposition Events

01/30/2019 Judgment ▼

Judgment Type
Stay/Removal

Party

Names: SHAHMIRZA, AMIR

PG&E CORPORATION, a business entity
KOMIR, INC., a business entity
DOES 1 THROUGH 10, INCLUSIVE

Events and Hearings

11/09/2018 New Filed Case	
11/09/2018 Complaint ▼	
Complaint	
11/09/2018 Summons Issued / Filed ▼	
Summons Issued / Filed	
11/09/2018 Civil Case Cover Sheet ▼	
Civil Case Cover Sheet	
11/09/2018 Notice of Case Management Conference ▼	
Notice of Case Management Conference	
11/09/2018 Cause Of Action ▼	
Action	File Date
Complaint	11/09/2018
11/16/2018 Proof of Service by SUBSTITUTED SERVICE of ▼	
Proof of Service by SUBSTITUTED SERVICE of SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; NOTICE OF CAS	
Comment SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; NOTICE OF CASE MANAGEMENT CONFERENCE; ADR INFORMATION PACKET SERVED ON LINDA Y H CHENG, PERSON AUTHORIZED TO ACCEPT SERVICE	
12/26/2018 Notice of Change of Address of Attorney ▼	
Notice of Change of Address of Attorney	
01/11/2019 Demurrer and First Appearance Fee to ▼	
Demurrer and First Appearance Fee to AND DEMURRER TO COMPLAINT	
Comment AND DEMURRER TO COMPLAINT	
01/11/2019 Memorandum of Points and Authorities in Support ▼	

Memorandum of Points and Authorities in Support OF DEMURRER TO COMPLAINT

Comment
OF DEMURRER TO COMPLAINT

01/11/2019 Request for Judicial Notice ▼

Request for Judicial Notice IN SUPPORT OF DEMURRER TO COMPLAINT

Comment
IN SUPPORT OF DEMURRER TO COMPLAINT

01/29/2019 Notice of Case Management Conference ▼

Notice of Case Management Conference CMC 4/26/19

Comment
CMC 4/26/19

01/30/2019 Notice of Removal of Entire Case to Federal Court ▼

Notice of Removal of Entire Case to Federal Court NOTICE OF BANKRUPTCY FILING AND IMPOSITION OF AUTO

Comment
NOTICE OF BANKRUPTCY FILING AND IMPOSITION OF AUTOMATIC STAY

02/25/2019 Notice of Withdrawal ▼

Notice of Withdrawal OF DEMURRER TO COMPLAINT

Comment
OF DEMURRER TO COMPLAINT

03/13/2019 Hearing on Demurrer ▼

~CIV Minute Order - Hearing on Demurrer 03/13/2019

Judicial Officer
Karesh, Jonathan E.

Hearing Time
9:00 AM

Result
Held

04/26/2019 Case Management Conference ▼

Judicial Officer
Grandsaert, John L.

Hearing Time
9:00 AM

Cancel Reason
Vacated

12/04/2020 Notice of Assignment for All Purposes ▼

Notice of Assignment for All Purposes

07/12/2021 Substitution of Attorney as to ▼

Substitution of Attorney as to Former Attorney: MATTHEW MELLENNew Attorney: LAWRENCE A JACOBSON

Comment

Former Attorney: MATTHEW MELLENNew Attorney: LAWRENCE A JACOBSON

Financial

SHAHMIRZA, AMIR

Total Financial Assessment	\$435.00
Total Payments and Credits	\$435.00

11/9/2018	Transaction Assessment	\$435.00
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11/9/2018	Case Payment	Receipt # 2018-073348-HOJ	ONE LEGAL	(\$435.00)
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PG&E CORPORATION, a business entity

Total Financial Assessment	\$465.00
Total Payments and Credits	\$465.00

1/11/2019	Transaction Assessment	\$465.00
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1/11/2019	Case Payment	Receipt # 2019-002776-HOJ	ONE LEGAL	(\$465.00)
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Documents

Notice of Case Management Conference

Summons Issued / Filed

Complaint

Civil Case Cover Sheet

Proof of Service by SUBSTITUTED SERVICE of SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; NOTICE OF CAS

Notice of Change of Address of Attorney

Demurrer and First Appearance Fee to AND DEMURRER TO COMPLAINT

Memorandum of Points and Authorities in Support OF DEMURRER TO COMPLAINT

Request for Judicial Notice IN SUPPORT OF DEMURRER TO COMPLAINT

Notice of Case Management Conference CMC 4/26/19

Notice of Removal of Entire Case to Federal Court NOTICE OF BANKRUPTCY FILING AND IMPOSITION OF AUTO

Notice of Withdrawal OF DEMURRER TO COMPLAINT

~CIV Minute Order - Hearing on Demurrer 03/13/2019

Notice of Assignment for All Purposes

Substitution of Attorney as to Former Attorney: MATTHEW MELLENNew Attorney: LAWRENCE A JACOBSON

EXHIBIT I

Part 3:**Legal Actions or Assignments****7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity - within 1 year before filing this case.

☐ None

Caption of Suit and Case Number	Nature of Proceeding	Court or Agency and Address	Status of Case
7. 2152 SF BART DISTRICT V. PPF INDUSTRIAL WHIPPLE ET AL. RG 13708269	PROPERTY MATTER	ALAMEDA COUNTY SUPERIOR COURT 1225 FALLON ST, OAKLAND, CA 94612	CLOSED
7. 2153 SF BART DISTRICT V. PPF INDUSTRIAL WHIPPLE ET AL. RG 13708269	PROPERTY MATTER	ALAMEDA COUNTY SUPERIOR COURT 1225 FALLON ST, OAKLAND, CA 94612	OPEN/PENDING
7. 2154 SHAHMIRZA, AMIR, ET AL. V. PG&E CORP. 18CIV06064	PROPERTY MATTER	SAN MATEO COUNTY SUPERIOR COURT 400 COUNTY CENTER, REDWOOD CITY, CA 94063	OPEN/PENDING
7. 2155 SHAMI V. PACIFIC GAS AND ELECTRIC COMPANY, ET AL. CGC-18-566287	WILDFIRE	SAN FRANCISCO COUNTY SUPERIOR COURT 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102, USA	OPEN/PENDING
7. 2156 SHAPIRO ET AL V. PACIFIC GAS AND ELECTRIC COMPANY ET AL. CGC-18-566416	WILDFIRE	SAN FRANCISCO COUNTY SUPERIOR COURT 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102, USA	OPEN/PENDING
7. 2157 SHARIF, FARID V. PG&E RG17874989	PROPERTY MATTER	ALAMEDA COUNTY SUPERIOR COURT 1225 FALLON ST, OAKLAND, CA 94612	OPEN/PENDING
7. 2158 SHARON HEIGHTS GOLF AND COUNTRY CLUB, ET. AL (PG&E V.) (LINE 109) (COSTS ONLY) CIV 527657	PROPERTY MATTER	SAN MATEO COUNTY SUPERIOR COURT 400 COUNTY CENTER, REDWOOD CITY, CA 94063	OPEN/PENDING
7. 2159 SHAUGHNESSY V. PACIFIC GAS & ELECTRIC COMPANY ET AL. CGC-18-570875	WILDFIRE	SAN FRANCISCO COUNTY SUPERIOR COURT 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102, USA	OPEN/PENDING
7. 2160 SHEEHAN V. PACIFIC GAS & ELECTRIC COMPANY ET AL. CGC-18-570946	WILDFIRE	SAN FRANCISCO COUNTY SUPERIOR COURT 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102, USA	OPEN/PENDING
7. 2161 SHEETMETAL & ASSOCIATES V. PG&E RG18907027	OTHER BUSINESS MATTERS	ALAMEDA COUNTY SUPERIOR COURT 1225 FALLON ST, OAKLAND, CA 94612	OPEN/PENDING
7. 2162 SHELDON V. PACIFIC GAS & ELECTRIC COMPANY ET AL. CGC-18-572058	WILDFIRE	SAN FRANCISCO COUNTY SUPERIOR COURT 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102, USA	OPEN/PENDING